

CITY OF SAN ANTONIO

Purchasing and Contract Services Department



REQUEST FOR PROPOSAL ("RFP#A1257-07-JH")

for

Mowing Services in Public Park Areas and Other City Property

Issued: September 14, 2007
Proposals Due: October 19, 2007

Table of Contents	
Section	Page Number
I. Background	3
II. Scope of Services	3
III. Term of Contract	7
IV. Pre-Submittal Conference	7
V. Proposal Requirements	8
VI. Amendments to RFP	9
VII. Submission of Proposals	9
VIII. Restrictions on Communication	11
IX. Evaluation Criteria	12
X. Award of Contract and Reservation of Rights	13
XI. Schedule of Events	14
RFP Attachments	
Parks – Northwest Sector	RFP Attachment A
Parks – Southwest Sector	RFP Attachment B
Parks – Southeast Sector	RFP Attachment C
Parks – “Class A” Sector	RFP Attachment D
Parks – Traffic Medians	RFP Attachment E
Parks – Botanical Garden	RFP Attachment F
Respondent Questionnaire	RFP Attachment G
Discretionary Contracts Disclosure Form	RFP Attachment H
Litigation Disclosure Form	RFP Attachment I
Small Business Economic Development Program Policy and Form	RFP Attachment J
Price Schedule Form	RFP Attachment K
Insurance Requirements	RFP Attachment L
Indemnification Requirements	RFP Attachment M
Signature Page	RFP Attachment N
Proposal Checklist	RFP Attachment O

I. BACKGROUND

The City Parks and Recreation Department is soliciting proposals for mowing services in public park areas, Botanical Center, City traffic medians and other City property as needed providing they meet the specifications and requirements described herein. This service has been transitioned over the last five years from being performed in house to outsourcing in order to improve efficiencies and reduce cost.

The City seeks Proposals from qualified Respondents interested in providing the services as described in this RFP.

II. SCOPE OF SERVICES

The City is requesting Contractors to primarily perform mowing services in public park areas, Botanical Center, City traffic medians and other City property as needed. Up to six (6) contracts will be awarded to up to six (6) respondents that provide services at the best value for the City of San Antonio. One respondent will be chosen for each sector. The sectors are described in Attachments A – F of the RFP. However, the City may choose to award the Traffic Medians (Attachment E) and/or Botanical Gardens (Attachment F) to one of the respondents selected for one of the other 4 sectors, provided such respondent submits a proposal seeking these sectors. All contractors awarded contracts pursuant to this RFP will be considered the “Primary Contractors” for sector(s) they are awarded. Additionally, each successful respondent that is willing to do so, will be used as a back-up to the Primary Contractor. These “Secondary Contractors” may provide additional mowing services when work volume exceeds the capacity of another provider, or during other circumstances as deemed necessary by the City. Respondents may submit pricing for each Sector for which they wish to be considered. The City reserves the right to add or delete locations for any awarded contract.

The following general conditions shall apply to a contract awarded pursuant to this RFP:

1. All Contractors shall furnish all labor, fuel, tools, equipment, materials, supervision and supplies necessary to complete the work. All providers shall maintain all tools, equipment, and supplies in a safe working condition. Each contractor will be required to submit a list of owned or leased equipment they intend to use to perform the work described in each sector (Attachments A-F). The minimum standard equipment is listed in each Attachment. Any deviation from these minimum standards must be approved in advance by the Parks and Recreation Department.
The City may choose to inspect a respondent’s facilities and/or equipment as part of this RFP process before award is made.
2. Each contractor will be required to employ the staff necessary to complete the requirements of the RFP. Each contractor shall be required to submit an estimated number of the staff dedicated to the completion of the requirements of this contract. Additionally,

the City may at any time inspect the payroll records of the contractor to determine that adequate staff is employed.

3. Contractor shall have all required insurances set forth in this RFP.
4. The contractor shall perform all work in a superior, workmanlike manner, which shall be subject to approval by the City.
5. The quantities indicated are estimates only and are in no way binding upon the City. Estimated quantities will be used for the purpose of evaluation. The City may add or delete additional services, as needed.
6. Schedule: The contractor shall be required to mow based on the schedules outlined in Attachments A - F. The City may choose to use a 14 day mowing cycle. Proposers must complete both items in Attachment K, Price Schedule (17 day and 14 day mowing cycle bids). The contractor shall prepare a list of scheduled mowing locations, and their order, one mowing cycle in advance, and present the list to the Parks and Recreation Department Representative for approval. The list may be faxed, emailed or hand-delivered to the Parks and Recreation Department representative. The Parks and Recreation Department representative will have the right to modify the schedule prior to commencement of work. If contractor wishes to make amendments, they must notify the Parks and Recreation Representative in advance. All amendments to the schedule are subject to the approval of the Parks and Recreation Representative.
7. Mowing shall not be done on Air Quality Health Alert Days. Mowing can occur on Air Quality Health Alert Days only if approved equipment is used. This includes diesel-powered mowers and tier two weed eaters and blowers.
8. In cases of inclement weather, the contractor must contact the Parks and Recreation representative to determine if an inclement weather day has been called, which would justify canceling a scheduled mowing service. The Parks and Recreation Department shall have sole discretion in determining whether an inclement weather day exists.
9. Cancelled scheduled mowing due to inclement weather will be rescheduled with the approval of the Parks and Recreation Department representative. A canceled mowing day does not automatically extend the mowing cycle.
10. Contractor must ensure that if mowing commences on a park, that it will be completed the same day. If the Contractor is unable to complete the mowing the same day, they must immediately contact the Parks and Recreation representative.
11. All contract employees must wear a uniform identifying the company while performing the work outlined in this RFP.
12. All contractor work vehicles must be marked with the name and phone number of the contractor.

13. The contractor will be required to inspect the Botanical Garden if they chose to submit a proposal for this site. Inspections will take place on the following dates and times:

September 27, 2007–12:00 p.m. (or immediately following the pre-submittal conference)

14. Proposers will be responsible for viewing sites before a proposal is submitted. No modifications will be made after award of contract(s).

15. Contractor must keep all vehicles off of park land, unless approved by Parks and Recreation Representative in advance.

16. Any spills must be reported immediately to Parks and Recreation Representative.

The following specifications shall apply to a contract awarded pursuant to this RFP:

A. Mowing Specifications For General Park Areas (Attachments A – E).

- 1) Mowing heights will be between 2” to 2 1/2”. All mowing shall be even and consistent.
- 2) During water restrictions, mowing heights may be raised. Such heights will be determined by the Parks and Recreation Department representative by written notification to contractor.
- 3) In the event of environmental conditions, such as low rain fall, that result in the average height of the grass not exceeding the specified mowing height during a mowing cycle, the City reserves the right to cancel the mowing cycle or that of individual parks within the cycle by written notice from the Parks and Recreation Department representative prior to the beginning of the cycle.
- 4) Mowing shall be as close as possible to all fixed objects. Extreme care will be taken not to damage trees, plants, shrubs, signs, water faucets, valves or other appurtenances. Contractor will be responsible for any damage to these objects, which will be replaced at Contractor expense. Hand/string trimming around such objects shall be required.
- 5) The contractor may determine the trimming method to be used – string trimmer or edger. However, all curb lines and edges must be trimmed.
- 6) Trimming and edging must be done around all landscaped areas and fixtures. These include, but are not limited to, benches, picnic tables, fence lines, light poles, trashcans, under bleachers, walkways and trails.
- 7) Sidewalks, sidewalk to curb, curb to pavement, exercise and walking trails and the dirt or clay in fields of neighborhood sports fields shall be kept free of weeds by use of mechanical and/or an EPA approved chemical. The type and use of any chemicals must be previously approved by the Parks and Recreation Department representative.
- 8) The contractor will be responsible for removing and disposing of any light litter or brush which may be in the area to be mowed. **Under no circumstances shall the contractor mow over trash or brush.**

- 9) Contractor must immediately remove and properly dispose of any debris generated by the mowing/trimming operations. Debris shall include, but not be limited to, plant materials and grass trimmings.

B. Mowing Specifications For Botanical Garden Property (Attachment F).

- 1) Mowing heights will be between 2" to 2 1/2" with the exception of the Buffalo plots in front of the Carriage House which will be mowed at 3 1/2". During water restrictions, mowing heights may be raised. Such heights will be determined by the Garden Manager by written notification to contractor.
- 2) In the event of environmental conditions, such as low rain fall, that result in the average height of the grass not exceeding the specified mowing height during a mowing cycle the City reserves the right to cancel the mowing cycle or that of individual parks within the cycle by written notice from the Parks and Recreation Department representative prior to the beginning of the cycle.
- 3) Mowing shall be as close as possible to all fixed objects. Extreme care will be taken not to damage trees, plants, shrubs, signs, water faucets, valves or other appurtenances. Contractor will be responsible for any damage to these objects, which will be replaced at Contractor expense. Hand/string trimming around such objects shall be required.
- 4) The contractor may determine the trimming method to be used – string trimmer or edger. However, all curb lines and edges must be trimmed.
- 5) Edging must be done around all landscaped areas and fixtures. These include, but are not limited to, benches, picnic tables, fence lines, light poles, trashcans, walkways and trails.
- 6) Sidewalks, sidewalk to curb, curb to pavement, trails and walkways shall be kept free of weeds by use of mechanical and/or an EPA approved chemical. The type and use of any chemicals must be previously approved by the Parks and Recreation Department representative.
- 7) The contractor will be responsible for removing and disposing of any light litter or brush which may be in the area to be mowed. **Under no circumstances shall the contractor mow over trash or brush.**
- 8) Contractor must immediately remove and properly dispose of any debris generated by the mowing/trimming operations. Debris shall include, but not be limited to, plant materials and grass trimmings.
- 9) Interior mowing (within the Garden perimeter gates) must be conducted between the hours of 7:00 a.m. and 10:00 a.m. Exterior areas (outside of perimeter gates) can be mowed between 7:00 am and 5:00 p.m. Exceptions must be cleared by Garden Manager or designee.

C. MOWING DEFINITIONS.

Light Litter – trash and garbage such as paper, wood, rubber, plastic and glass products. If the contractor encounters a large amount of litter or dumping, they are to contact the Parks and Recreation Department representative to have it removed before mowing occurs.

- D. All work performed is subject to inspection and approval by the City of San Antonio, and any modification to these specifications must be in writing from the City of San Antonio's Parks and Recreation Department. Unsatisfactory work shall be redone by Contractor at Contractor's expense. The City of San Antonio will not pay for unsatisfactory work. Failure to perform satisfactory work may result in termination of contract.
- E. If a Primary Contractor is unable to perform the work within the established time frame, the City may use one of the Secondary Contractors to perform, or such other contractor as is available, if none of the Secondary Contractors are available. The non-performing Primary Contractor will be required to pay the City the difference between the price that the City would have paid had the Primary Contractor performed, and the price that the City actually paid to the Secondary Contractor, as liquidated damages. The City may withhold the liquidated damages from any sums due or to become due to the Primary Contractor under the contract. In addition, repeated failure to perform may be grounds for terminating the contract. The Parks and Recreation Department shall have the sole discretion to determine which Secondary Contractor is called, based on (but not limited to) price, availability, manpower and proximity, taking into consideration the City's duty to mitigate its damages.

III. TERM OF CONTRACT

A contract awarded pursuant to this RFP shall be for a period of two (2) years commencing upon approval by City Council through an Ordinance. The City shall have the right to extend the contract period for up to two (2) additional one year periods on the same terms and conditions. Renewals shall be in writing and signed by the Director of the Purchasing & Contract Services Department, or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds therefore.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held in the Botanical Gardens Administration/Education Offices at 555 Funston, San Antonio, Texas at 10:00 a.m. Central Time, on September 27, 2007. Respondents are encouraged to prepare and submit their questions in writing 7 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and

posted on the City's website at <http://www.sanantonio.gov/rfp/>. Attendance at the Pre-Submittal Conference is optional; however, attendance is encouraged for all interested parties.

This meeting place is accessible to disabled persons. To arrange for special assistance to attend this meeting, please call the Disability Access Office at (210) 207-7243. Requests for an interpreter for the hearing impaired must be received at least 48 hours prior to the meeting by calling (210) 207-7245 V/TTY for assistance.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment G, Respondent Questionnaire.
- B. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment H, Discretionary Contracts Disclosure Form.
- C. LITIGATION DISCLOSURE: Complete and submit RFP Attachment I, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- D. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the Good Faith Effort Plan contained in RFP Attachment J.
- E. PRICE SCHEDULE: Complete and submit RFP Attachment K, Price Schedule Form.
- F. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP at Attachment L, if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- G. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment N. The Signature Page must be signed by a person, or persons,

authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

- H. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment O.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received in regards to this RFP may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

VII. SUBMISSION OF PROPOSALS

A. Respondent shall submit one (1) original, signed in ink and eight (8) copies of the Proposal, in a sealed package, clearly marked on the front of the package "**Mowing Services in Public Park Areas and Other City Property**". All Proposals must be received in the City Clerk's office no later than 2:00 p.m., Central Time, on October 19, 2007 at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Purchasing Division
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten. Maximum number pages allowed shall be 35, including required attachments. Each page shall be numbered. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.
- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for 120 days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent’s proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Written questions concerning this RFP must be received by the Purchasing Division, attn: James Horst at james.horst@sanantonio.gov no later than 10:00 a.m., Central Time, on October 12, 2007. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

James Horst, Sr. Buyer
City of San Antonio, Purchasing Division
P.O. Box 839966
San Antonio, TX 78283-3966

However, electronic submissions by facsimile or e-mail will also be accepted at (210) 207-4029 and james.horst@sanantonio.gov.

3. Respondents and/or their agents may contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program (SBEDA) policy and/or completion of the Good Faith Effort Plan form. Point of contact is Ms. Anita Uribe Martin, 210-207-3900 or anita.martin@sanantonio.gov. Respondents and/or their agents may contact Ms. Martin at any time prior to the due date for submission of proposals. However, contacting her or her office regarding this RFP after the proposal due date and prior to contract award is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Award of a contract does not guarantee work. Award of a contract will be based on the following criteria:

A. Experience, Background, Qualifications (45%)

B. Price (35%)

C. Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:

- a. One percent (1%) for submission/approval of the Good Faith Effort Plan.
- b. One percent (1%) for meeting/exceeding the MBE goal.
- c. One percent (1%) for meeting/exceeding the WBE goal.

- d. One percent (1%) for meeting/exceeding the AABE goal.
- e. One percent (1%) for meeting/exceeding the SBE goal.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the

City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment G)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Please consult your own legal advisor if you have questions regarding the statute or form.

XI. SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Issue Date	September 14, 2007
Pre-Submittal Conference	September 27, 2007
Final Questions Accepted	October 12, 2007
Proposals Due	October 19, 2007

RFP ATTACHMENT A
Parks – Northwest Sector

EACH LOCATION MUST BE MOWED NO MORE FREQUENTLY THAN ONCE EVERY 15 CALENDAR DAYS, AND NO LESS FREQUENTLY THAN ONCE EVERY 17 CALENDAR DAYS UNLESS CITY CHOOSES TO UTILIZE A 14 DAY MOWING CYCLE, EXCEPT AS NOTES BELOW. NUMBER OF MOWINGS SHALL BE LIMITED TO 21 MOWINGS PER YEAR. ALL ACREAGE AMOUNTS STATED ARE ESTIMATES AND MAY BE CHANGED IF FOUND TO BE INCORRECT. HOWEVER, CITY'S DETERMINATION OF ACREAGE SHALL BE FINAL AND DISPOSITIVE.

PARK NAME	ADDRESS	ACREAGE
Alderete	300 Aurora Av	4.60
Arroyo Vista	5908 W. Commerce	0.40
Bamberger	12401 Babcock	5.00
Buckeye	1600 W. Wildwood	0.50
Cathedral Rock	8400 Old Grissom	2.00
Cuellar	5626 San Fernando	14.17
Dellview	507 Basswood Dr	2.50
Farias	1012 Leal	1.50
Fox	6518 Hausman	10.00
Gilbert Garza	1450 Mira Vista	15.00
Garcia	1200 N. Frio	6.00
Granados	500 Freiling	3.00
Hausman	7038 Hausman	10.00
Ingram Hills	3803 Majestic	3.00
Joe Ward	435 E. Sunshine	2.50
John Tobin	1900 W. Martin	1.00
Lee's Creek	1215 E. Sunshine	5.00
Leon Vista	8561 Rochelle	2.00
Los Angeles Heights	1700 W. Hermosa	0.50
Monterrey	5909 W. Commerce	20.00
Monticello	400 Club Dr	0.25
Navarro	500 NW 24th	1.50
New Territories	9023 Bowen	2.00
Oscar Perez	8601 Timberpath	7.00
Oak Hills	200 Edgevale	10.00
Ojeda	1100 N. Trinity	1.50
Olympia	2101 Basse Rd	1.00
O.P. Schnabel	9606 Bandera Rd	5.00
Ridge Chase	4802 De Zavala	5.00
Rosedale	303 Dartmouth	50.00
San Fernando Gym	319 W. Travis	0.10
Seeling	105 Placid	1.50
Smith	1301 Buena Vista	0.30
Springtime	6571 Springtime Dr	1.50
Stone Oak 1&2	20395 Stone Oak	10.00
Sunset Hills	500 Inspiration Dr.	1.00

Westend	1401 North Hamilton	4.00
Windsor	2300 Ingleside	1.50
		211.82

MINIMUM REQUIRED EQUIPMENT – See Page 3, Number 1 for further information

Equipment	Number
Diesel Tractor with 15' Batwing Mower	1
Diesel Power ZTR Mower with 72 inch cutting deck	4
Tier Two Back Pack Blowers	4
Tier Two String Trimmers	8

RFP ATTACHMENT B
Parks – Southwest Sector

EACH LOCATION MUST BE MOWED NO MORE FREQUENTLY THAN ONCE EVERY 15 CALENDAR DAYS, AND NO LESS FREQUENTLY THAN ONCE EVERY 17 CALENDAR DAYS UNLESS CITY CHOOSES TO UTILIZE A 14 DAY MOWING CYCLE , EXCEPT AS NOTES BELOW. NUMBER OF MOWINGS SHALL BE LIMITED TO 21 MOWINGS PER YEAR. ALL ACREAGE AMOUNTS STATED ARE ESTIMATES AND MAY BE CHANGED IF FOUND TO BE INCORRECT. HOWEVER, CITY'S DETERMINATION OF ACREAGE SHALL BE FINAL AND DISPOSITIVE..

PARK NAME	ADDRESS	ACREAGE
Acme	534 S. Acme Rd	2.80
Adams Hill	2003 Hunt Lane	1.60
Al Forge	1900 W. Pyron	3.10
Amistad	1600 Tampico	13.50
Apache Creek	2901 El Paso St	37.60
Arnold	1011 Gillette Blvs	24.60
Father Benavides	1500 Saltillio	6.00
Calderon	600 S W 19th St	2.50
Camargo	5738 Castroville Rd	15.00
Cassiano	1728 Potosi	5.20
Chestnut Springs	10239 Ingram Rd	3.60
Collins Garden	1525 Nogalitos	8.40
Heritage Duckpond	900 Ellison Dr	6.73
Elmendorf Lake	3700 W. Commerce	10.00
Escobar	1400 S Zarzamora	6.00
Gateway Terrace	5605 Stoney Brook Dr	5.30
Golden Community	7801 Summerset Rd	14.00
Hillside Acres	8120 Clegg Dr	5.00
Jimmy Flores	803 Southcross Blvd	10.00
Kelly	949 W. Thompson Place	3.50
Kennedy	3101 Roselawn	39.40
Lackland Terrace	7902 Westshire	7.20
Las Palmas	503 Castroville Rd	5.50
Levis Strauss	6100 Old Hwy 90 West	13.00
Martinez	201 Merida	7.30
Medina Base	6303 Medina Base Rd	5.00
Miller's Pond	6175 Pearsall Rd	30.00
Natatorium	1430 W Durango	0.50
Normoyle	700 Culberson	20.00
Palo Alto Park	1625 Palo Alto	20.00
Palo Alto Terrace	9700 Celeste	7.20
Palm Heights	1201 W. Malone	2.00
Pearsall	4700 Pearsall Rd	4.35
Rainbow Hills	528 Rasa Dr.	10.41
Royal Gate	5801 Windy Hill	8.00
San Juan Brady	2307 S. Calaveras	4.80

South San	2031 Quintana Rd	1.30
Spicewood	3139 Fidelia	8.80
Stablewood Farms	3903 Crooked Trail	7.20
Tom Slick	7400 Hwy 151	35.00
Van de Walle	1925 Herbert	0.70
Viduarri	1201 Merida	5.20
Westwood	7627 SW Military Dr	2.70
		429.99

MINIMUM REQUIRED EQUIPMENT – See Page 3, Number 1 for further information

Equipment	Number
Diesel Tractor with 15' Batwing Mower	1
Diesel Tractor with 88inch Flail Mower	2
Diesel Power ZTR Mower with 72 inch cutting deck	4
Tier Two Back Pack Blower	4
Tier Two String Trimmers	8

RFP ATTACHMENT C
Parks – Southeast Sector

EACH LOCATION MUST BE MOWED NO MORE FREQUENTLY THAN ONCE EVERY 15 CALENDAR DAYS, AND NO LESS FREQUENTLY THAN ONCE EVERY 17 CALENDAR DAYS UNLESS CITY CHOOSES TO UTILIZE A 14 DAY MOWING CYCLE, EXCEPT AS NOTES BELOW. NUMBER OF MOWINGS SHALL BE LIMITED TO 21 MOWINGS PER YEAR. ALL ACREAGE AMOUNTS STATED ARE ESTIMATES AND MAY BE CHANGED IF FOUND TO BE INCORRECT. HOWEVER, CITY'S DETERMINATION OF ACREAGE SHALL BE FINAL AND DISPOSITIVE.

PARK NAME	ADDRESS	ACREAGE
Acequia	8500 Mission Parkway	8.00
Bellaire	733 E. Ansley	3.52
Brooks	3606 Goliad Rd	1.00
Brown Property	9601 Villamain Rd	25.00
Coliseum Oaks	101 Ambrosia	3.84
Concepcion	500 E. Theo Ave	17.50
Copernicus	5003 Lord Rd	11.83
Dafoste	210 Dafoste	4.72
Dawson	2500 E. Commerce	4.20
Dellcrest	1701 Diane Rd.	6.00
Denver Heights	300 Porter St.	4.20
Dignowity	701 Nolan	3.20
Dorie Miller	2802 MLK Blvd	1.04
Espada	1750 SE Military Dr	10.00
Fairchild	1214 E. Crockett	6.80
Harlandale	301 Sussex Ave.	11.10
Healy Murphy	210 Nolan	1.00
Herrera	130 I St.	4.50
Highland Park	901 Rigsby Ave	4.90
J Street	3500 J St	9.00
Kingsborough	350 Felps	8.00
Lakeside	5640 Lakefront Dr.	3.62
Lincoln	2915 E. Commerce	24.70
Lockwood	801 N. Olive	3.80
Martin Luther King	3503 MLK Blvd	20.00
Mission Parkway	3600 Mission Parkway	15.00
Morrill	238 E. Hart	1.40
Padre	6030 Padre Dr	15.00
Pickwell	6911 Pickwell Dr	11.00
Pittman-Sullivan	1101 Iowa St.	21.50
Pytel	6220 S. New Braunfels	30.00
Roosevelt	331 Roosevelt	12.90
Second Baptist	3330 E. Commerce	1.70
Skyline	800 Green Vally	1.20
Southside Lions	3100 Hiawatha	50.00

Stinson	900 March	47.00
Tejeda	541 Division Ave	8.90
Villa Coronado	11031Renova	16.30
		433.37

MINIMUM REQUIRED EQUIPMENT – See Page 3, Number 1 for further information

Equipment	Number
Diesel Tractor with 15' Batwing Mower	1
Diesel Tractor with 88inch Flail Mower	2
Diesel Power ZTR Mower with 72 inch cutting deck	4
Tier Two Back Pack Blower	4
Tier Two String Trimmers	8

RFP ATTACHMENT D
Parks – “Class A” Sector

MOWING FREQUENCY FOR ALL PARKS IN THIS SECTOR IS EVERY SEVEN (7) CALENDAR DAYS. EACH LOCATION MUST BE MOWED NO MORE FREQUENTLY THAN ONCE EVERY 6 CALENDAR DAYS AND NO LESS FREQUENTLY THAN ONCE EVERY 7 CALENDAR DAYS. NUMBER OF MOWINGS SHALL BE LIMITED TO 52 MOWINGS PER YEAR. ALL ACREAGE AMOUNTS STATED ARE ESTIMATES AND MAY BE CHANGED IF FOUND TO BE INCORRECT. HOWEVER, CITY’S DETERMINATION OF ACREAGE SHALL BE FINAL AND DISPOSITIVE.

PARK NAME	ADDRESS	SECTOR	ACREAGE
Brackenridge	3700 N. St Mary's	NE	70
McAllister	13102 Jones Malsteberger	NE	25
Camarron Creek	Travis @ Camarron	NW	0.20
Columbus	500 Columbus	NW	2.10
Crockett	1300 N. Main	NW	5.00
San Pedro Springs	1315 San Pedro	NW	20
Woodlawn Lake	1103 Cincinnati	NW	21
Cherry Street	Claude Black @ Hardeman	SE	0.50
King Willam	131 King Willam	SE	0.70
Southside Lions	3100 Hiawatha	SE	50
Victoria	800 E Durango	SE	0.90
Commanders House	645 S Main	SW	2.00

197.40

MINIMUM REQUIRED EQUIPMENT – See Page 3, Number 1 for further information

Equipment	Number
Diesel Tractor with 15’ Batwing Mower	1
Diesel Power ZTR Mower with 72 inch cutting deck	4
Tier Two Back pack Blower	4
Tier Two String Trimmers	8

RFP ATTACHMENT E
Parks – Traffic Medians

EACH LOCATION MUST BE MOWED NO MORE FREQUENTLY THAN ONCE EVERY 15 CALENDAR DAYS, AND NO LESS FREQUENTLY THAN ONCE EVERY 17 CALENDAR DAYS UNLESS CITY CHOOSES TO UTILIZE A 14 DAY MOWING CYCLE, EXCEPT AS NOTES BELOW. NUMBER OF MOWINGS SHALL BE LIMITED TO 21 MOWINGS PER YEAR. ALL ACREAGE AMOUNTS STATED ARE ESTIMATES AND MAY BE CHANGED IF FOUND TO BE INCORRECT. HOWEVER, CITY'S DETERMINATION OF ACREAGE SHALL BE FINAL AND DISPOSITIVE.

MEDIAN LOCATION	ACREAGE
3743 HIGHCLIFF	0.05
AMBER / GLADNELL	0.58
ARANSAS / MITTMAN	0.28
BABCOCK RD. (Callaghan to Hamilton Wolfe)	0.30
BAITY / CASTILLO	0.05
BANDERA / QUILL	0.40
BETTY LOU / BEVERLY MAE (e)	0.05
BETTY LOU / BEVERLY MAE (w)	0.60
BLANCO / JACKSON KELLER	0.18
BOBBY LOU / HARTLINE	0.50
BRAHAN ISLANDS	0.66
BRIGHTWOOD / MIDDLETON	0.07
BROADWAY / DANBURY	0.04
CALUMET / VANDERHOEVEN	0.09
CAMARON / KINGSBURY	0.06
CASTLECROSS / RITTIMAN	0.10
CATALINA / SACRAMENTO	0.50
CATALPA / CARNAHAN	0.59
CATALPA / PERSHING	0.25
CATALPA / THORMAN	0.25
CATO / COOKE	0.03
CINCINNATTI (east of Purdue)	0.16
CINCINNATTI / STONEGATE / TULANE	0.69
CLUTTER ST.	0.23
COMMERCE / SPRIGGSDALE	0.23
CROFTON / GUENTHER	0.10
DIPPER / AVE. MARIA	0.01
DONALDSON / JOHN PAGE	0.06
DONALDSON / KAMPMANN	0.02
DONALDSON / LOWERY / EVELYN	0.22
DONALDSON / MANOR	0.01
ELEANOR / WESLEY	0.08
F STREET / TWOHIG / HAMPTON	0.15
FREDERICKSBURG RD. / MICHIGAN	0.17
FREDERICKSBURG RD. / SUMMIT	0.05

FREDERICKSBURG RD. / VANCE JACKSON	0.02
FREDERICKSBURG RD. / VOLLUM	0.03
GEVERS / HAYS	0.41
GUADALUPE R.O.W.	0.97
HACKBERRY / DENVER (2)	0.22
HASKINS / BURNSIDE	0.05
HUISACHE / CARLETON	0.18
HUISACHE / KINGS COURT	0.35
HUISACHE / QUEENS COURT	0.22
IOWA / POLARIS	0.25
LANARK (Dell Oak to 410 access)	1.50
LEMING / LEMING	0.09
LETITIA LANE / FOREST OAK	0.43
LETITIA LANE / VALLEY VIEW	0.05
MARTIN LUTHER KING PLAZA	1.37
MAGNOLIA / MISTLETOE / EMORY	0.94
MANDALAY / BREEDEN (3)	0.47
MANDALAY / HOWARD	0.15
MELIFF / AVE. MARIA	0.10
MERIDITH / DICKINSON	0.03
MERTIN MINTER - (Babcock to Wurzbach)	0.20
MISSION / HUFF	0.17
MISSION RD. RIGHT-OF-WAY	1.66
MULBERRY / KINGS COURT	0.12
NORTHHAVEN / WOODLAKE	0.07
ORAN / McCULLOUGH	0.04
ORIENTAL / BRAZOS / FLOYD	0.66
ORIENTAL / DART / FINTON	0.03
POSTWOOD (east of Callaghan)	0.07
PRESA / CALLAGHAN / SAN ARTURO	0.04
PRESA / LABOR / FLORIDA	0.29
PRESA / SADIE / EAGER	0.51
QUEEN BESS	0.14
ROOSEVELT ISLANDS (3)	0.40
SAN PEDRO / HARRIET	0.06
SAN PEDRO / JEANETTE	0.06
SAN PEDRO / OBLATE	0.04
SANTA PAULA / FRESNO	1.27
SCHLEY / CHANDLER	0.09
SEABROOKE	0.16
ST. ANTHONY / DELAWARE	0.12
ST. MARYS / JOSEPHINE	0.04
ST. MARYS / MISTLETOE	0.06
THEO AVE.RIGHT-OF-WAY	0.66
TUNNEL OUTLET	1.60
WESTWAY / HOOVER	0.04
WESTWAY / SOUTHWAY	0.04
WILLOWBROOK / MONTEPELIER	0.44

WOODLAWN / LINDELL	0.01
WOODLAWN MEDIANS	0.75
WURZBACH - (Babcock to Fredericksburg)	1.00
	26.48

MINIMUM REQUIRED EQUIPMENT – See Page 3, Number 1 for further information

Equipment	Number
Diesel Power ZTR Mower with 72 inch cutting deck	4
Tier Two Back Pack Blowers	4
Tier Two s\String Trimmers	8

RFP ATTACHMENT F
Parks – Botanical Garden

MOWING FREQUENCY FOR THESE AREAS ARE EVERY SEVEN (7) CALENDAR DAYS WITH UP TO 12 ADDITIONAL DAYS, ALLOWING FOR SPECIAL EVENTS. NUMBER OF TOTAL MOWING INSTANCES SHALL NOT EXCEED 64. ALL ACREAGE AMOUNTS STATED ARE ESTIMATES AND MAY BE CHANGED IF FOUND TO BE INCORRECT. HOWEVER, CITY'S DETERMINATION OF ACREAGE SHALL BE FINAL AND DISPOSITIVE.

AREA	ACREAGE
Concert Lawn	1.31
Overlook Slope	0.25
Between Acequia and Concert Lawn	0.11
Acequia Walkway	0.40
Children's Vegetable Garden	0.26
Outdoor Classroom	0.23
Classroom Perimeter	0.27
Behind WaterSaver Lane	0.80
Top of Conservatory	1.84
Prior Pepper Plots	0.32
Front of Conservatory	0.34
Garden Perimeter	0.41
Conservatory Courtyard	0.06
Behind Maintenance Building	0.16
Front of Carriage House	0.06
Freedom's Grove	0.23

6.80

MINIMUM REQUIRED EQUIPMENT – See Page 3, Number 1 for further information

Equipment	Number
Diesel Power ZTR Mower with 60 inch cutting deck	1
32 inch Walk Behind Mower	2
Tier Two Back Pack Blowers	2
Tier Two s\String Trimmers	2

RFP ATTACHMENT G
RESPONDENT QUESTIONNAIRE – PART 1

GENERAL INFORMATION

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Agency/Company: _____

Address _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

2. **Contact Information:** List the person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes _____ No _____

4. Is your Company authorized and/or licensed to do business in Texas?

Yes _____ No _____

5. Where is the Company's corporate headquarters located? _____

6. **Local Operation:** Does the Company have an office located in San Antonio, Texas?

Yes _____ No _____

- a. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

7. **County Operation:** If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?

Yes _____ No _____

- a. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

8. **Debarment/Suspension Information:** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes _____ No _____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

9. **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited?

Yes _____ No _____

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

10. **Bankruptcy Information:** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes _____ No _____

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

11. Provide any other names under which your business has operated within the last 10 years.

RESPONDENT QUESTIONNAIRE – PART 2

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Answer the questions below. If you are proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe your specific experience with public entity clients, especially large municipalities. If you have provided services for the City in the past, identify the name of the project and the department for which you provided those services. _____

2. Identify number of years company or individual has provided mowing services:

3. Identify clients to whom you have provided mowing services to within the past 2 years:

Client Name _____
Mailing Address _____
Phone Number _____

Client Name _____
Mailing Address _____
Phone Number _____

Client Name _____
Mailing Address _____
Phone Number _____

Client Name _____
Mailing Address _____
Phone Number _____

Client Name _____
Mailing Address _____
Phone Number _____

4. Indicate if you have provided above service to City of San Antonio in past.

Yes _____
No _____

If yes, identify name of department(s) served & name(s) of contact.

Dept. Name _____
Contact Name _____

Dept. Name _____
Contact Name _____

5. Equipment & Staff

A. Identify number of staff available to support this contract: _____ persons

B. Indicate equipment available to support this contract. Please note that **minimum** equipment requirements are included in Attachments A-F.

Equipment	Number Owned	Number Leased	Number diesel-powered or tier two

C. If you do not own the equipment listed above, state how you will acquire the use of the equipment for the duration of the contract. _____

D. Other Equipment: If available, list below: _____

E. Identify any equipment to be used on this contract that is classified as Tier 3 Landscape Equipment, alternative fuel, or best available technology (emissions friendly) equipment. _____

6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information. _____

7. Have any claims for property damage been made against you or your company in the past three years, either directly or through your insurance provider? If so, for each claim, state the total dollar amount paid by you or your insurance provider as a result of the claim. _____

RFP ATTACHMENT H
DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity³ that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ **No partner, parent or subsidiary; or**

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ **No subcontractor(s); or**

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ **No lobbyist or public relations firm employed; or**

List lobbyists or public relations firms:

³ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ **No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question⁴ as to whether any city official or employee would violate [Section 2-43 of the City Code \(Ethics Code\)](#), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ **Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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⁴ For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT I
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT J

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM
POLICY AND GOOD FAITH EFFORT PLAN FORM**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 100182, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or

citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. MBE-WBE-AABE Certification Required

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

GOOD FAITH EFFORT PLAN
(Page 1 of 4)

**NAME OF
PROJECT:** _____

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes ____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

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Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN
(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFP ATTACHMENT K

PRICE SCHEDULE

Complete each blank on the Price Schedule for the Sectors for which you wish to be considered. If you wish to be considered as the Secondary Contractor, [check the box marked "Secondary Contractor"](#). Only respondents who are awarded contracts as Primary Contractors will be eligible to serve as Secondary Contractors. Failure to complete a section of the Price Schedule will be interpreted to mean that you do not wish to be considered for that Sector. A respondent may propose on more than one sector, however, separate awards [may](#) be made for each area. However, a respondent may serve as a Secondary Contractor for multiple areas.

NORTHWEST SECTOR PARKS – Refer to Attachment A, page 15, for a list of parks

17 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

14 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

☐ Secondary Contractor

SOUTHWEST SECTOR PARKS– Refer to Attachment B, page 17, for a list of parks

17 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

14 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

☐ Secondary Contractor

SOUTHEAST SECTOR PARKS– Refer to Attachment C, page 19, for a list of parks

17 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

14 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

☐ **Secondary Contractor**

“CLASS A” SECTOR PARKS– Refer to Attachment D, page 21, for a list of parks

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

☐ **Secondary Contractor**

TRAFFIC MEDIANS– Refer to Attachment E, page 22, for a list of locations

17 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

14 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

☐ **Secondary Contractor**

BOTANICAL GARDEN– Refer to Attachment F, page 25, for a list of locations

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

☐ **Secondary Contractor**

ARE YOU INTERESTED IN ADDITIONAL ACREAGE ABOVE YOUR PROPOSED AMOUNT?

Yes _____

No _____

WHAT IS THE TOTAL AMOUNT OF ACREAGE THAT YOU WOULD BE WILLING TO CONSIDER?

_____ ACRES

WHAT WOULD BE YOUR PRICE FOR THE ADDITIONAL ACREAGE?

17 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

14 DAY MOWING CYCLE

PRICE: \$ _____ PER ACRE FOR YEAR ONE AND TWO

PRICE: \$ _____ PER ACRE FOR YEAR THREE

PRICE: \$ _____ PER ACRE FOR YEAR FOUR

RFP ATTACHMENT L

INSURANCE REQUIREMENTS

If awarded a contract pursuant to this RFP, Respondent will be expected to comply with the following insurance requirements:

A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing & Contract Services Department, which shall be clearly labeled "*Mowing Services in Public Park Areas and Other City Property*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Purchasing & Contract Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will City allow modification whereupon City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Personal Injury d. Contractual Liability e. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$500,000 per occurrence
2. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$100,000 per occurrence

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Purchasing & Contract Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

G) If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

I) It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

**RFP ATTACHMENT M
INDEMNIFICATION REQUIREMENTS**

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under a CONTRACT awarded pursuant to this RFP, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under such a CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.

It is the EXPRESS INTENT of the parties to said CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, related to or arising out of RESPONDENT's activities under such CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFP ATTACHMENT N

SIGNATURE PAGE

SIGNATURE PAGE

Check (✓) the box that indicates business structure of Respondent

☐ Individual or Proprietorship

☐ Partnership or Joint Venture

☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Employer Identification Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

Printed Name: _____

Title: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments K & L.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
4. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
5. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT O
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Respondent Questionnaire (RFP Attachment G)	
B	* Discretionary Contracts Disclosure (RFP Attachment H)	
C	Litigation Disclosure (RFP Attachment I)	
D	* Good Faith Effort Plan (RFP Attachment J) (and associated Certificates, if applicable)	
E	Price Schedule (RFP Attachment K)	
F	Proof of Insurability (Letter and Copy of Current Certificate of Insurance)	
G	* Signature Page (& Resolution, if applicable) (RFP Attachment N)	
H	Proposal Checklist (RFP Attachment O)	
	One (1) Original and eight (8) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**